

MICHAEL PARTRIDGE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

AWARE PRODUCTS LLC D/B/A
VOYANT BEAUTY,

Plaintiff,

vs.

EPICURE MEDICAL, LLC,
FOXHOLE MEDICAL, LLC, and
LEE ORI,

Defendants.

NO. 4:21-CV-249-JCH

REMOTE DEPOSITION UPON ORAL EXAMINATION OF
MICHAEL PARTRIDGE

TUESDAY, APRIL 5, 2022
9:37 A.M.

(All participants are appearing remotely)

REPORTED BY:
MONNA J. NICKESON, CLR, RPR, CRR, CCR NO. 3322
JOB: 209371

EXHIBIT H

MICHAEL PARTRIDGE

APPEARANCES:

FOR THE PLAINTIFF:

ROBERT PENN, ESQ.
JUSTIN SHER, ESQ.
Sher Tremonte
90 Broad Street
New York, New York 10004

FOR THE DEFENDANT:

FIBBENS KORANTENG, ESQ.
Koranteng Law Firm
5050 Quorum Drive
Dallas, Texas 75254

ALSO PRESENT:

Joel Coriat, videographer

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I N D E X

AWARE vs. EPICURE
NO. 4:21-CV-249-JCH
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2 A. Correct.

3 Q. On page 2 of this document is a
4 credit application; do you see that?

5 A. I do.

6 Q. Who is listed as the business
7 information, who is listed on there?

8 A. Epicure Medical, LLC.

9 Q. Was it Voyant's intention for
10 Epicure to fill out this credit application?

11 MR. PENN: Objection to form.

12 THE WITNESS: We had known that Lee
13 was creating another company specific for
14 this business.

15 BY MR. KORANTENG:

16 Q. When you say we had known, you
17 mean -- do you mean Voyant knew?

18 A. Correct, yes.

19 Q. And when did you know that Lee was
20 creating another company specific for this
21 business?

22 A. I can't tell you exactly, but we
23 knew in -- during preliminary conversations
24 with Lee and Paul that they were creating a
25 separate company.

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Q. And you knew that that company was going to be the one that was going to be used for the hand sanitizer business?

A. Correct.

Q. Is it fair, then, to say that you knew Foxhole wasn't going to be the company that fulfilled the March 26 LOI that it submitted?

MR. PENN: Objection to form.

THE WITNESS: At this point, yes.

BY MR. KORANTENG:

Q. So I'm sorry, let me go back to this credit application. You see the business information over here, at the top of the application.

Can you tell us again which -- what company is listed there?

A. Epicure Medical, LLC.

Q. And you testified earlier that you did not discuss this application with Lee Ori or Paul Heslin, or anybody else, for that matter; is that correct?

A. Correct.

Q. Was there any point in time when

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information once it gets this credit application?

A. At this point, nothing.

Q. Okay. Do you check the bank to make sure that whatever they put here is -- is this one -- is this another point of reference that you check before deciding to offer credit --

A. No.

Q. -- or payment terms? No. Okay.

So other than the trade references, what else does Voyant do with this credit application before it decides to offer credit or payment terms?

A. If applicable, we'll run a Dun & Bradstreet on the customer as a new customer that wouldn't provide any information.

Q. Did Voyant in this case contact CosmeTech, LLC?

A. I can't presume. I do not know.

Q. How about Salus Medical?

A. Same answer.

Q. And Global Medical Source?

A. Same answer.

Q. As you sit here today, you can't

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tell whether Voyant contacted any one of these companies are not?

A. Correct.

Q. Does Voyant always check the references, the trade references, before deciding to offer credit?

A. No.

Q. It doesn't?

A. No.

Q. Under what circumstances would Voyant not check the trade references before deciding whether to offer credit or not?

A. If we had predetermined that we would not be offering credit, we would not check trade references.

Q. Did you make that determination in this case?

A. Yes.

Q. So Voyant decided it wasn't going to offer Epicure credit; is that correct?

A. We did not offer them a credit limit, no.

Q. I'm sorry. So I understand, you didn't offer them any credit; is that correct?

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A. We did not offer them a dollar value of credit, no. As part of their payment terms, yes.

Q. What's the distinction? You said if you decide you weren't going to offer credit, then you don't check the trade references.

Was that your testimony?

A. Correct.

Q. Okay. And in this case, you didn't check the trade references; is that correct?

A. I said I don't know.

Q. Okay. So when you say you did not offer them a credit limit, what do you mean by that?

A. A credit limit would allow you to purchase up to that limit without any deposits.

Q. And so are you saying that you offered Epicure Medical unlimited credit?

MR. PENN: Objection to form.

THE WITNESS: We did not authorize them a credit limit, no.

BY MR. KORANTENG:

Q. Did you authorize them to order anything without making any deposits -- up to

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any amount at all without making any deposits?

A. No.

Q. Is it fair to say, then, that you did not authorize any credit for them, then?

A. No.

Q. It's not fair to say that?

A. Correct.

Q. What credit did you offer them?

A. Their payment terms had a 10-day window at the end.

Q. Are you equating payment terms to credit?

A. Yes.

Q. When you offer your customers payment terms, do you -- do you make that determination on the basis of the credit application?

A. Not necessarily, no.

Q. What do you base that off of?

A. It's a group decision from the executive and sales.

Q. In this case, what specifically did the executive and sales decide as far as what to offer -- what to offer Epicure Medical, LLC?

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2 A. Their terms, 25 percent down,
3 50 percent prior to shipping, 25 percent,
4 net 10.

5 Q. And you are saying that was based on
6 this credit application?

7 MR. PENN: Objection. Misstates
8 testimony.

9 THE WITNESS: No.

10 BY MR. KORANTENG:

11 Q. It wasn't based on this credit
12 application?

13 A. No.

14 Q. Okay. I asked you this as a general
15 question to -- relating to all customers, but
16 I'm going to ask you specifically.

17 Did you or anybody discuss with
18 Mr. Ori that by signing this application on
19 behalf of Epicure, that he was personally
20 guaranteeing payment for all goods and
21 merchandise purchased by the applicant?

22 A. No.

23 Q. Did you or anybody at Voyant discuss
24 with Mr. Ori that you are basing any credit
25 decisions that you make, if any, on the fact

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2 that he is signing this credit application?

3 MR. PENN: Objection to form.

4 THE WITNESS: You'll have to repeat
5 the question, please.

6 BY MR. KORANTENG:

7 Q. Did you or anybody at Voyant discuss
8 with Mr. Ori that you are basing any credit
9 decisions that you make, if any, on the fact
10 that he is signing this credit application?

11 MR. PENN: Objection to form.

12 THE WITNESS: Not that I'm aware of,
13 no.

14 BY MR. KORANTENG:

15 Q. Let me ask you -- sorry, let me put
16 this back up again.

17 Has Voyant ever filed a lawsuit
18 against any of its customers enforcing this
19 credit application and agreement?

20 A. Not that I'm aware of, no.

21 Q. Has any Voyant customer defaulted on
22 its obligations under circumstances where
23 Voyant offered credit based on this credit
24 application?

25 MR. PENN: Objection to form.